

Staff Summary Report



Council Meeting Date: 12/06/07

Agenda Item Number: 35

SUBJECT: Request approval of an addendum to a professional services contract with Superstition Foothills Consulting Services Inc., for the AGL Networks Telecommunications Phase I.

DOCUMENT NAME: 20071206PWCH01 AGL NETWORKS (0802-27)
PROJECT NO. 6704061

SUPPORTING DOCS: Yes

COMMENTS: Subject to the execution of the final written addendum for an amount not to exceed \$43,000.

PREPARED BY: JIM BOND, ASSISTANT CITY ENGINEER (x8897)

REVIEWED BY: ANDY GOH, DEPUTY PW MANAGER/CITY ENGINEER (x8896)

LEGAL REVIEW AS TO FORM: JENAE NAUMANN, ASSISTANT CITY ATTORNEY (x8402)

FISCAL NOTE: Sufficient funds are available in Capital Improvement Fund No. 6704061. AGL Networks will reimburse the City on a monthly basis for this contract.

RECOMMENDATION: Approve addendum.

ADDITIONAL INFO: The fee of \$43,000, was negotiated by staff and is considered reasonable for the scope of services. The original contract amount of \$10,000, and this addendum will increase the amount of the original contract to \$53,000.

This approval is conditioned upon execution of the final written addendum and approved submittals of any required documents.

Approved by Glenn Kephart, Public Works Manager



8100729

CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

CONSULTANT AGREEMENT

ADDENDUM NO. ONE

PROJECT NO. 6704061

PROJECT NAME: AGL NETWORKS TELECOMMUNICATION PHASE I

This AGREEMENT made and entered into on 6th day of December 2007, by and between the CITY OF TEMPE, ARIZONA, a municipal corporation, hereinafter called the CITY and SUPERSTITION FOOTHILLS CONSULTING SERVICES, INC. hereinafter called the CONSULTANT amends the original Agreement made and entered into by and between the same parties on August 7, 2007 (C2007-143).

For and in consideration of the mutual covenants and conditions hereinafter contained, it is agreed by and between the CITY and the CONSULTANT as follows:

I. The original Agreement shall be extended to cover:

Additional utility plan review and field inspection services as described in Exhibit "A" attached.

II. The services for the extension shall be the same as those stipulated under the original contract.

III. For services described in this Agreement Addendum, the method of payment shall be hourly not to exceed rate. Total compensation for services performed shall not exceed \$43,000.00 which shall be payment in full for all labor, equipment, materials and supplies needed to perform these services.

All other provisions of the original contract Schedule of Payment Section shall apply to this Addendum.

Cost Analysis:	<u>Professional Services</u>	<u>Reimbursables</u>	<u>Total</u>
Initial Contract Amount	\$10,000.00	\$0.00	\$10,000.00
Previous Addenda	\$0.00	\$0.00	\$0.00
This Addendum	\$43,000.00	\$0.00	\$43,000.00
NEW CONTRACT AMOUNT			<u>\$53,000.00</u>

IV. The addition of this Addendum amount brings the total Contract amount over \$30,000.00, which now requires the CONSULTANT to comply with Resolution No. 2000.73 as per the attached Supplemental Provision.

V. The CONSULTANT shall proceed with the work immediately upon execution of this Addendum. The CONSULTANT shall be granted a time extension as outlined below:

Notice to Proceed Date	8/16/2007
Initial Time Allowed for Completion	180 days
Total Time Extension from Previous Addenda	0 days
Time Extension for this Addendum	180 days

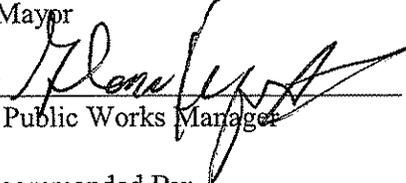
VI. All other provisions of the original Agreement where not inconsistent with this Addendum shall remain binding on the parties hereto.

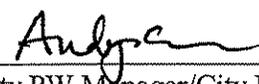
AGL Networks Telecommunication Phase I
Project No. 6704061

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day
of _____, 2007.

CITY OF TEMPE, ARIZONA

By _____
Mayor

By 
Public Works Manager

Recommended By:

Deputy PW Manager/City Engineer

ATTEST:

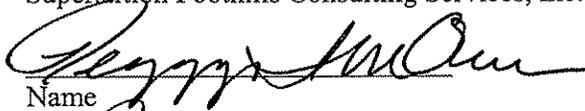
City Clerk

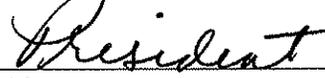
APPROVED AS TO FORM:

City Attorney

The CONSULTANT warrants that the person who is signing this Agreement on behalf of the CONSULTANT is authorized to do so and to execute all other documents necessary to carry out the terms of this Agreement.

CONSULTANT
Superstition Foothills Consulting Services, Inc.


Name


Title

860898208
Federal I.D. No. /Social Security No.

Certified to be a true and exact copy.

Karen M. Fillmore
Records Specialist

CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

SUPPLEMENTAL CONTRACT PROVISIONS

HEALTH INSURANCE REQUIREMENTS

All Consultants who enter into a Public Works contract in excess of \$30,000.00 with the City of Tempe, after January 1, 2001, must certify that they have, and all of their major subconsultants will have, health insurance for all employees. Health insurance must be offered to eligible dependents of all such employees. An affidavit must be signed in the form included herein (Page AFF-1). Major subconsultants are defined as entities doing work in excess of \$30,000.00 as determined at the start of each project. All required health insurance must be maintained during the entire time of the contract with the City.

Health insurance is required for all consultant and major subconsultant employees who work more than one hundred and twenty (120) days in any calendar year. A "work day" consists of any time within a twenty-four hour period, regardless of number of hours, that the individual is paid. At this time, health insurance is not required for temporary employees or students working part-time who are enrolled in a recognized educational institution.

The health insurance requirements shall apply to all employees directly involved with this City project including support and administrative personnel.

All complaints concerning violations of the health insurance requirements shall be filed, in writing, with the Public Works Department, within thirty (30) days from discovery of the violation. An administrative hearing will be held before the Public Works Manager, and a written decision of findings will be provided to the parties to the hearing within ten (10) days thereafter. Appeal from the decision of the Public Works Manager may be made within ten (10) days of the date of the decision by filing a notice of appeal in writing with the Public Works Department. If an appeal is timely filed, an administrative hearing will be held before an administrative hearing officer appointed by the City Manager. The decision of the administrative hearing officer shall be final.

In the event of a finding of violation of the insurance provisions, the company in violation of the provision shall be barred from bidding on, or entering into, any Public Works contract with the City for a period of three (3) years from the execution of the contract.

All Consultants subject to the health insurance requirements shall post, in English and Spanish, notice of the health insurance requirements at their office and at the job site. Signs for posting will be provided by the City at the Pre-construction Conference for Contractors and sent with the executed contract for Consultants.

City of Tempe

Guidelines for Implementation of Health Insurance

These Guidelines are provided for purposes of implementing Resolution No. 2000.73, which requires all employees of prime consultants, general contractors and major subconsultants and subcontractors to have health insurance and to offer health insurance to their eligible dependants, as determined at the start of each project. Questions regarding these guidelines should be directed to the City of Tempe Engineering Division at (480) 350-8200.

1. All Prime Consultants who enter into a Public Works contract or General Contractors who bid on Public Works projects that are advertised for bid and enter into a contract in excess of \$30,000 with the City of Tempe after January 1, 2001, are required to sign an affidavit in the form attached hereto. The prime consultant or general contractor shall require that all major subconsultants or subcontractors, defined as entities doing work in excess of \$30,000, comply with the health insurance requirements. In signing the affidavit, prime consultants and general contractors may refer to and rely upon these Guidelines for interpretation.
2. Health insurance is required for permanent employees who work for the consultant/contractor more than one hundred and twenty (120) days in any calendar year. A "work day" consists of any time within a twenty-four hour period, regardless of number of hours, that the individual is paid. This requirement excludes students working part-time who are enrolled in a recognized educational institution. Many companies have a grace period or a qualifying period prior to commencement of insurance coverage, which is acceptable so long as the employee coverage begins by the 120th day of contract signing. Temporary employees will be covered to the same extent as the City of Tempe covers temporary employees as determined at the start of each project.
3. If a contractor is a "Union" shop and withholds union dues from employees for health insurance coverage that is also offered to their eligible dependents and meets all City requirements, the Contractor may so note on the required affidavit.
4. The health insurance requirements herein apply to all employees that are directly involved with the City of Tempe project including support and administrative personnel.
5. Health insurance coverage must be maintained during the entire time of the contract, including any warranty periods, with the City.
6. All complaints concerning violations of the health insurance requirements shall be filed by an employee, in writing, with the Public Works Department, within thirty (30) days from discovery of the violation. An administrative hearing will be held before the Public Works Manager, and a written decision of findings will be provided to the parties to the hearing within ten (10) days thereafter. Appeal from the decision

of the Public Works Manager may be made within ten (10) days of the date of the decision by filing a notice of appeal in writing with the Public Works Department. If an appeal is timely filed, an administrative hearing will be held before an administrative hearing officer appointed by the City Manager. The decision of the administrative hearing officer shall be final.

7. In the event of a finding by the City of a violation of the insurance provisions, the company in violation of the provision shall be barred from bidding on, or entering into, any public works contract with the City for a minimum period of three (3) years.
8. All consultants and contractors subject to the health insurance requirements shall post, in English and Spanish, notice of the health insurance requirements at their office and at the job site. Signs for posting will be provided by the City.

These "Guidelines for Implementation of Health Insurance", issued and dated this 21st day of August, 2002, hereby amend all guidelines previously issued.

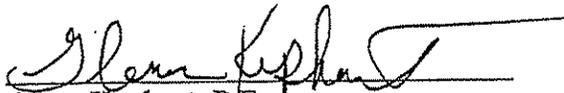

Glenn Kephart, P.E.
Public Works Manager

EXHIBIT A

SUPERSTITION FOOTHILLS CONSULTING SERVICES INC.

July 28, 2007

Mr. Jim Bond, P.E.
Principal Civil Engineer
City of Tempe Public Works
33 East Fifth Street
Tempe, Az.

Subject: ADDENDA # 1
AGL Telecommunications Network, Project #6704061
Utility Permit Plan Review and Field Inspection Services
Increase Contract Amount to NTE: \$53,000.00

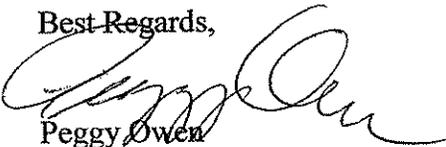
Dear Jim;

This Addenda #1 addresses additional work estimated by AGL.

Therefore, Superstition Foothills Consulting Services, Inc. (SFCSI) is submitting this proposal for Addenda #1, to **Increase the existing contract amount of \$10,000.00 by \$43,000.00.**

The terms and conditions of the initial contract, C-2007-143, entered into on August 7, 2007 shall remain the same.

Best Regards,


Peggy Owen
SFCSI President

CC: File COT-0702
Isaac Chavira


10/15/07

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
10/31/2007

PRODUCER
Professional Underwriters of Arizona, Inc.
Post Office Box 5419
Scottsdale, AZ 85261-5419
(480) 483-0440

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

RECEIVED

INSURED
Superstition Foothills
Consulting Services, Inc.
353 South Arroya Road
Apache Junction, AZ 85219

NOV - 1 2007
City of Tempe
Engineering Division

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Maryland Casualty Company	19356
INSURER B:	St Paul Fire & Marine Ins Co.	24767
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY	PAS41245227	9/20/07	9/20/08	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (ea occurrence)	\$ 1,000,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
		<input checked="" type="checkbox"/> CONTRACTUAL LIABILITY				PERSONAL & ADV INJURY	\$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 2,000,000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	\$ 2,000,000
A	X	AUTOMOBILE LIABILITY	PAS41245227	9/20/07	9/20/08	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
		<input checked="" type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT	\$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		GARAGE LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> ANY AUTO				AGGREGATE	\$
		EXCESS LIABILITY					\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE					\$
		DEDUCTIBLE					\$
		RETENTION \$					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS	OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
B		OTHER Architects / Engineers Professional Liability	QP03801986	9/20/07	9/20/09	Per Claim	\$ 1,000,000
						Ann Aggregate	\$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Civil Engineering Consultants Certificate Holder is named as Additional Insured as indicated above.
Re: Project # 6704061 AGL Networks Telecommunications Phase I
The insurance afforded is primary and non-contributory and waives subrogation in accordance with the existing contract.

CERTIFICATE HOLDER	CANCELLATION
City of Tempe Engineering Department P.O. Box 5002 Tempe AZ 85280	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.
	AUTHORIZED REPRESENTATIVE <i>Jeffrey D. Gerrick</i>